

THE DUNNING LAW FIRM
A Professional Corporation
Donald T. Dunning (144665)
James MacLeod (249145)
4545 Murphy Canyon Road, Suite 200
San Diego, CA 92123
Tel: (858) 974-7600
Fax: (858) 974-7601

Attorneys for Maxim
MAXIM HEALTHCARE SERVICES INC.

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF CALIFORNIA FRESNO DIVISION

In re)	Case No.: 17-13797
TULARE LOCAL HEALTHCARE)	STIPULATION FOR RELIEF FROM
DISTRICT dba TULARE REGIONAL)	STAY
MEDICAL CENTER,)	
)	
<u>Debtor.</u>)	

This stipulation is entered into by and between Debtor TULARE LOCAL HEALTHCARE DISTRICT dba TULARE REGIONAL MEDICAL CENTER (Debtor") and MAXIM HEALTHCARE SERVICES, INC. ("Maxim"), by and through their respective counsel.

1. Maxim is, and at all times herein mentioned was, a corporation, duly qualified to conduct business under the laws of the State of California.

2. The Debtor filed a voluntary petition for relief under Chapter 9 of Bankruptcy Code on September 30, 2017.

3. This Court has jurisdiction over these proceedings pursuant to 11 U.S.C. §§361 through 362 and 28 U.S.C. §1334.

4. Maxim is a provider of medical staffing for hospitals, nursing homes, and individuals. In 2016-2017, Maxim provided medical staffing to Healthcare Conglomerate Associates, LLC ("HCCA"). HCCA gradually fell behind in paying Maxim for services

1 and eventually came to owe \$160,645.35 to Maxim for those staffing
2 services.

3 On August 10, 2017, Maxim filed a state court action
4 against HCCA in Tulare County Superior Court styled as MAXIM
5 HEALTHCARE SERVICES, INC., a corporation vs HEALTHCARE CONGLOMERATE
6 ASSOCIATES, LLC, dba TULARE REGIONAL MEDICAL CENTER, a limited
7 liability company, Case No. VCU270716, in order to collect the
8 balance owed to Maxim by HCCA. Maxim served HCCA with the Summons
9 and Complaint. HCCA responded by filing a Notice of Automatic Stay
10 in the state court action on about October 16, 2017. However, HCCA
11 is not a party to this bankruptcy and the Debtor is not a party to
12 the state court action. Therefore, the automatic stay should not
13 extend to the state court action filed by Maxim against HCCA.

14 5. Maxim seeks relief from the Automatic Stay to pursue its
15 claim against HCCA.

16 6. The Debtor has no objection and will stipulate to relief
17 from stay.

18 NOW THEREFORE, based on the foregoing stipulated facts, the
19 parties do hereby stipulate and agree that the automatic stay shall
20 be and hereby is lifted as it pertains to actions by Maxim against
21 HCCA in the action styled as MAXIM HEALTHCARE SERVICES, INC., a
22 corporation vs HEALTHCARE CONGLOMERATE ASSOCIATES, LLC, dba TULARE
23 REGIONAL MEDICAL CENTER, a limited liability company, Case No.
24 VCU270716.

25 This Stipulation may be executed in any number of counterparts,
26 each of which so executed shall be deemed to be an original and the
27
28

1 Counterparts shall together constitute one and the same Stipulation.
2 Photocopies and facsimile copies of original pages may be deemed as
3 originals.

4
5 Date: November 9, 2017

THE DUNNING LAW FIRM APC

Donald T. Dunning, Attorneys for
Maxim Healthcare Services Inc.
4545 Murphy Canyon Road, Suite 200
San Diego, CA 92123

9
10 WALTER WILHELM LAW GROUP

11 Date: November 9, 2017

Riley C. Walter
Riley C. Walter, Attorneys for
Debtor, 205 E. River Park Circle,
Fresno, CA 93720